



DEFENSE LOGISTICS AGENCY
DEFENSE SUPPLY CENTER, COLUMBUS
POST OFFICE BOX 3990
COLUMBUS, OH 43216-5000

IN REPLY
REFER TO

☒ AWARD NOTICE

☐ NOTICE OF OPTION EXERCISE

EFF. DATE: 12 MARCH 2004

PIIN: SP040002G0003 -UB24

PR FPC04005000970

REF. SOL. SP074004R6200

MOOG INC.
AIRCRAFT GROUP.
SENECA ST. & JAMISON RD.
EAST AURORA, NY. 14052-8533

Gentlemen:

☒ Your offer per referenced solicitation is accepted for the CLINs listed below including the
☐ set-aside and the ☐ option.

☐ The Government's option under the PIIN is exercised for the CLINs listed below:

CLIN(s)	Solicitation Qty	Set-Aside Qty	Option Qty
0001	48 EA.		

Total dollar of CLIN(s) set forth above: \$283,872.00 ; chargeable to Appropriation:

☒ CG: 97X4930 5CC0 001 26.0 S33150 (S9C)

☐ EG: 97X 4930 5CE0 001 26.0 S33150 (S9E)

Certified for national defense use under DMS Reg. No. 1: DOA1 . This notice will be confirmed by: ☒ Award for the solicitation quantity ☐ and supplemental agreement thereto for set-aside quantity; ☐ Modification to above contract for exercise of option. The confirming document will bear the effective date and PIIN stated above, with delivery time computed from the effective date.

You will be expected to proceed with performance; however, shipment must be delayed until receipt of confirming document.

Sincerely,

DELORES SCHNEIDER
CONTRACTING OFFICER

(FOR GOVERNMENT USE ONLY:

☐ Provisioning. Copy furnished DCSC-VP.

☒ Contractor's copy mailed by the buyer on the above date.)

Federal Recycling Program



Printed on Recycled Paper

(DPACS pdp672, DEC 99)
Award of Contract Notice

AWARD/CONTRACT J		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DOA1		PAGE OF 1		PAGES 6			
2. CONTRACT (Proc. Inst. Ident.) NO. SP0400-02-G-0003-UB24		3. EFFECTIVE DATE 2004 MAR 12		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. FPC04005000970							
5. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010 Local Administrator: ABCAC (614)692-7512		CODE SP0700		6. ADMINISTERED BY (If other than Item 5) S3305A DCMA BUFFALO TJ DULSKI FEDERAL BUILDING 111 WEST HURON ST ROOM 1103 BUFFALO NY 14202-2392		CODE S3305A		Criticality: B PAS: NONE			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) MOOG INC. SENECA ST& JAMISON RD EAST AURORA NY 14052-8533				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT NET 30 days					
CODE 94697		FACILITY CODE 94697		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 12					
11. SHIP TO/MARK FOR See Schedule - Do Not Ship to Address in Block 5		CODE		12. PAYMENT WILL BE MADE BY HQ0337 DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P O BOX 182266 COLUMBUS OH 43218-2266 EFT: T		CODE HQ0337					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) (1) <input type="checkbox"/> 41 USC 253(c) ()				14. ACCOUNTING AND APPROPRIATION DATA CG: 97X4930 5CC0 001 26.0 S33150							
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT		15E. UNIT PRICE		15F. AMOUNT	
		See Schedule									
15G. TOTAL AMOUNT OF CONTRACT										\$283872.00	
16. TABLE OF CONTENTS											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES						
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES		6		
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST		6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.						
	C	DESCRIPTION/SPECS./WORK STATEMENT				J	LIST OF ATTACHMENTS				
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING		6	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		6		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS				
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		6		L	INSTRS., CONDS., AND NOTICES TO OFFERORS				
	G	CONTRACT ADMINISTRATION DATA				M	EVALUATION FACTORS FOR AWARD				
	H	SPECIAL CONTRACT REQUIREMENTS									
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)					18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number SP074004R6200 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.						
19A. NAME AND TITLE OF SIGNER (Type or print)					20A. NAME OF CONTRACTING OFFICER DELORES SCHNEIDER						
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA <i>Delores Schneider</i> (Signature of Contracting Officer)		20C. DATE SIGNED 12 March 2004					
BY _____ (Signature of person authorized to sign)											

CONTINUATION SHEET

Contract Number:

SP0400-02-G-0003-UB24

PAGE OF PAGES

2

6

Manufacture Facilities:

94697

MOOG INC.

SENECA ST& JAMISON RD

EAST AURORA NY 14052-8533

ITEM IS URGENTLY REQUIRED - PLEASE EXPEDITE DELIVERY IF AT ALL POSSIBLE.

CONTINUATION SHEET

Contract Number:

SP0400-02-G-0003-UB24

PAGE OF PAGES

3

6

SECTION B

PR: FPC04005000970
NSN: 4320-01-207-5313

ITEM DESCRIPTION:

VALVE, SERVO
USED ON: F110 ENGINE

CRITICAL APPLICATION ITEM

MOOG INC. (94697) P/N 56-210

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	FPC04005000970	0001	20	EA	\$5914.00000	\$118280.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

343 DAYS ARO

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	FPC04005000970	0001	20	EA	\$5914.00000	\$118280.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

374 DAYS ARO

ITEM	PR	PRLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	FPC04005000970	0001	8	EA	\$5914.00000	\$47312.00

QTY VARIANCE: PLUS 0% MINUS 0%
INSPECTION POINT: ORIGIN
ACCEPTANCE POINT: ORIGIN

404 DAYS ARO

PREP FOR DELIVERY

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 49:
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
UNIT CONT = E5: OPI = 0:

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

SP0400-02-G-0003-UB24

PAGE OF PAGES

4

6

SECTION B

PR CONT'D

PACK CODE = U:

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.

PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E

DATED 3029

For all shipments of packaged materiel to the government, which includes either depot (DLA-direct) or DVD (customer-direct) shipments, both DoD linear and 2-D bar code markings are required on military shipping labels in accordance with MIL-STD-129, revision P, dated December 15, 2002, as amended by Change Notice 1, dated January 15, 2004. 2-D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. MSL label stock quality shall meet MIL-PRF-61002. MSL bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2-D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9008. When the contract/order omits any data element required to be bar-coded, the field shall be zero-filled. These requirements do not apply to delivery orders when the basic contract has not been modified to require MIL-STD-129P. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

PARCEL POST ADDRESS:

SW3211

DEF DISTRIBUTION DEPOT OKLAHOMA

CEN REC 3301 F AVE BLDG 506 DR 22

TINKER AFB

OK 73145-8000

FREIGHT SHIPPING ADDRESS:

SW3211

DEF DISTRIBUTION DEPOT OKLAHOMA

CENTRAL REC 3301 F AVE BLDG 506

TINKER AFB

OK 73145-8000

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Contract Number:

SP0400-02-G-0003-UB24

PAGE OF PAGES

5

6

SECTION B

PR CONT'D

NON-MILSTRIP
PROJ

REMIT PAYMENT TO:
MOOG, INC.
P.O. BOX 90273
CHICAGO IL 60696-0273

CONTINUATION SHEET

Contract Number:

SP0400-02-G-0003-UB24

PAGE OF PAGES

6

6

A04D01 52.204-9C06 DSCC MASTER SOLICITATION STATEMENT

(Vendor Fill-in)

Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation, current version found at <http://DIBBS.dscclia.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/icps.htm>. The clauses/provisions incorporated by reference have the same force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

Applicable to CLIN(s):

(Vendor Fill-in)

E46D02 52.246-9C02 ACCEPTANCE AT ORIGIN (NOV 1995)
DSCC

SECTION F

F47D01 52.247-9C02 SHIPPING INSTRUCTIONS (DOMESTIC)
(MAY 2002) DSCC

SECTION I

I32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT
REQUESTS (JAN 2004) DFARS

SECTION B

Basic Ordering Agreement or Contract Effective Dates
09/01/02 through 08/31/06 .

() Price List No. dated **/**/** .

(X) Quote/Ref. No. A04-01-115 dated 02/23/04 .

(X) FOB Origin - Clin(s) ALL

(X) FOB Origin Shipping Point: SAME

() FOB Destination - Clin(s)

() PAS Serial No.

() NIB/NISH Allocation No.

(X) Firm Fixed Price

() Firm Fixed Price w/EPA

SECTION D

D11D04 52.211-9C17 PACKING LIST/INVOICE/SHIPPING
DOCUMENTS (JUL 2000) DSCC

SECTION E

E46A02 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE
(AUG 1996) FARE46B01 252.246-7000 MATERIAL INSPECTION AND RECEIVING
REPORT (MAR 2003) DFARSE46D01 52.246-9C01 INSPECTION AT ORIGIN (JUN 2001)
DSCC

(c) Inspection Points:

SUPPLIES

(X) (Vendor Fill-in) Same as Offeror

Applicable to CLIN(s):
ALL (Vendor Fill-in)() (Vendor Fill-in) Other (CAGE, Name, Street Address,
City, State and Zip Code)

(Vendor Fill-in)

(Vendor Fill-in)

(Vendor Fill-in)

Applicable to CLIN(s):
(Vendor Fill-in)

PACKAGING

(X) (Vendor Fill-in) Same as Offeror

Applicable to CLIN(s):
ALL (Vendor Fill-in)

() (Vendor Fill-in) Same as above

() (Vendor Fill-in) Other (CAGE, Name, Street Address,
City, State and Zip Code)

(Vendor Fill-in)

(Vendor Fill-in)

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) →		RATING DOA1		PAGE OF PAGES 1 18	
2. CONTRACT NO.		3. SOLICITATION NO. SP0740-04-R-6200		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 2004 JAN 30	
7. ISSUED BY Defense Supply Center Columbus 3990 E. Broad St. P.O. Box 16704 Columbus, OH 43216-5010		CODE SP0700		8. ADDRESS OFFER TO (If other than Item 7) Defense Supply Center Columbus ATTN: DSCC-PBA (Bldg. 20, Room A2S116) 3990 E. Broad St. P.O. Box 16653 Columbus, OH 43216-5009 For courier service and facsimile numbers—See Block 9		6. REQUISITION/PURCHASE NO. FPC04005000970	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Lobby (White Bid Box), Bldg 20, 3990 E. Broad St., Columbus, OH 43213 until 1:00 PM local time 2004 MAR 01
FAX Number(s): (614) 692-4275 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section I, Provision No. 52.214-7 or 52.215-1.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: →	A. NAME D. Schneider, PAAADC1	
	B. PHONE / FAX (NO COLLECT CALLS) / C. E-MAIL ADDRESS (614) 692-3483 / FAX: (614) 693-1607 Delores.Schneider@dlm.mil	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	6
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	11
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	12
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	14
	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	16
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	6				

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS NET %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated: →)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR MOOG INC. AIRCRAFT GROUP EAST AURORA, ILL 60127	CODE 94697	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) LORI M. VOGT SALES ADM.	
15B. TELEPHONE NO. (Include area code) 716-687-4881	17. SIGNATURE <i>Lori M. Vogt</i>			18. OFFER DATE 2/23/04	
15D. FAX NO. 716-687-7643	15E. E-MAIL ADDRESS				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 41 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) → ITEM	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

Per FORM (DLA)

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.214(c)

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

2

18

PLEASE PROVIDE BEST POSSIBLE DELIVERY OBTAINABLE.

ALSO, PLEASE PROVIDE THE FOLLOWING:

DUNS# 00-210-3166TIN# 16-0757636FAX # 716-687-7643

YOUR REMITTANCE ADDRESS:

MOOG, INC.
P.O. BOX 80273
CHICAGO, IL 60698-0273

* Moog Ref # A04-01-115

* May be purchased against BOA
SP0400-02-G-0003

* FOB/Inspection/acceptance: Origin

* Delivery: 343 days ARO for first 20 pieces
2120 pieces per month after that

CONTINUATION SHEET

Solicitation Number:
SP0740-04-R-6200PAGE OF PAGES
3 18

SECTION B

PR: FPC04005000970
NSN: 4320-01-207-5313ITEM DESCRIPTION:
VALVE, SERVO
USED ON: F110 ENGINE

CRITICAL APPLICATION ITEM

MOOG INC. (94697) P/N 56-210

(DLAD 52.217-9002 is applicable)
TO BE COMPLETED BY ALL OFFERORS:

Offer based on:

Manufacturer's Name MOOG INCPart Number 56-210

ITEM	PR	PLI	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FPC04005000970	0001	48	EA	\$ <u>5914.00</u>	\$ <u>283,872.00</u>

DELIVER FOB: See Clause
QTY VARIANCE: PLUS See Clause MINUS See Clause
INSP/ACCEP POINT: See Clause

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
QUP = 001: PRES MTHD = 41: CLNG/DRY = 1: PRESV MAT = 49:
WRAP MAT = XX: CUSH/DUNN MAT = XX: CUSH/DUNN THKNSS = X:
UNIT CONT = E5: OPI = O:
PACK CODE = U:
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: 00 - NO SPECIAL MARKING.
PALLETIZATION SHALL BE IN ACCORDANCE WITH DC1636P001 REV E
DATED 3029

CONTINUED ON NEXT PAGE

SECTION 8

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE

Sp0740-04-R-6200

3a of 18

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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 NSN/FPR NO. FPC 04005000 970

 NSN 4320-01-207-5313 ITEM DESCRIPTION Valve

THIS SOLICITATION INCLUDES AN OPTION QUANTITY IN ACCORDANCE WITH CLAUSE 130/130a. IT CONTAINS MULTIPLE OPTION CONTRACT LINE ITEMS AND EXERCISE PERIODS. OFFERORS SHALL INSERT BELOW THE AVAILABLE OPTION QUANTITY AND PRICE(S) WHICH MAY BE EXERCISED CONCURRENTLY WITH OR WITHIN THE SPECIFIED TIME PERIOD AFTER THE AWARD, BUT BEFORE THE EXPIRATION OF THE FULL OPTION PERIOD. A MANDATORY ENTRY IS REQUIRED FOR THE BASIC OPTION QUANTITY WHICH WILL BE EVALUATED AT TIME OF AWARD — UNLESS THE OFFEROR HAS ENTERED A LOWER PRICE FOR THE OPTION QUANTITY RANGES TO BE EXERCISED CONCURRENT WITH THE AWARD AND THERE IS A REQUIREMENT AVAILABLE TO EXERCISE THE OPTION CONCURRENT WITH THE AWARD. ENTRIES FOR THE PRICE BREAK OPTION CLIN WILL NOT BE USED IN EVALUATION OF AWARD.

NOTE: FAILURE TO SUBMIT AN OFFER ON THE BASIC OPTION QUANTITY CLIN MAY RESULT IN REJECTION OF THE BID/OFFER.

For the BASIC OPTION QUANTITY CLIN, please enter the unit price for the option quantity that could be exercised within the full option period:

Option CLIN(s)	Basic Option Quantity	Unit Price	Option Exercised
50 01	24 EA	\$ 6754.00	Within Full Option Period

50%
option
1 YEAR
ONLY

For the OPTION QUANTITY RANGE CLIN, please enter the unit price which corresponds to the applicable quantity range that could be exercised concurrent with the award:

Option Quantity Ranges	Unit Price	Option Exercised
50 02 01 - 24	\$ _____	Concurrent with Award
_____ - _____	\$ _____	Concurrent with Award
_____ - _____	\$ _____	Concurrent with Award
_____ - _____	\$ _____	Concurrent with Award

For the PRICE BREAK OPTION CLIN, please enter any minimum quantity, unit price, and delivery/time frame for which a price break/reduced price would be available:

Price Break Option Quantity	Unit Price	Days After Award Date
50 03 _____	\$ _____	_____ Days After Award Date
_____	\$ _____	_____ Days After Award Date

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

4

18

SECTION B

DOD BAR CODE MARKING REQUIRED IN ACCORDANCE WITH
MIL-STD-129 (LATEST REVISION) MARKING AND BAR
CODING IN ACCORDANCE WITH AIM BC1.

PARCEL POST ADDRESS:

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CEN REC 3301 F AVE BLDG 506 DR 22
TINKER AFB OK 73145-8000

FREIGHT SHIPPING ADDRESS

SW3211
DEF DISTRIBUTION DEPOT OKLAHOMA
CENTRAL REC 3301 F AVE BLDG 506
TINKER AFB OK 73145-8000

NON-MILSTRIP
PROJ

This solicitation includes an option quantity in accordance with the Option Clause(s) contained in this solicitation. Offerors shall insert the price below which may be exercised as specified in the clause. Failure to submit an offer on the option quantity may result in rejection of the bid/offer.

Item 5001

Maximum option quantity for NSN: 4320-01-207-5313

Option Qty: 24 EA Offered Option Unit Price \$ 6754.00

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

5

18

Full text of all DLAD/DSCC clauses listed within this individual solicitation are contained in the DSCC Master Solicitation; current version found at <http://DISBS.dscs.dla.mil/refs/provclauses>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/1csp.htm>. The clauses/provisions incorporated by reference have the same

force and effect as if they were in full text; however, those having no bearing on the instant acquisition become self-deleting. In the event of an inconsistency between the Master Solicitation and the individual solicitation/award, the provision of the individual solicitation/award shall govern.

DSCC NOTE - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION: Unless otherwise stated in the remarks section of this contract/order, the payment information contained in the CCR has precedence over any other payment information that may be printed in the Remittance Address field of this contract/order.

A04 - FOR COURIER SERVICE AND/OR CONTRACTOR HANDCARRIED OFFERS (DSCC 52.215-9C03) (JAN 2001)

RFPs and IFBs (generally Large Purchase Offers, \$100,000 and over) when being hand carried (Courier service or other means) shall be placed in the White Bid Box, located at DSCC in the Lobby of Building 20, 3990 E. Broad St., Columbus, OH 43213.

SECTION B

B03 - DSCC WEB SITE (DSCC 52.204-9C03) (OCT 2002)

The DSCC Master Solicitation is available on the Internet via the DSCC Web Site at <http://DISBS.dscs.dla.mil>. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed electronically at <http://www.dla.mil/j-3/j-336/1csp.htm>.

SECTION D

D02a - PACKAGING AND MARKING REQUIREMENTS (DSCC 52.246-9C41) (MAR 2002)

Packaging and marking requirements for items being procured shall be accomplished as stated herein. (See Section B)

The items identified in Section B shall be Preserved, Packaged, Packed and Marked in accordance with MIL-STD-2073-1D and Marked in accordance with MIL-STD-129N.

D03 - PACKING LIST/INVOICE/SHIPPING DOCUMENTS (JUN 2000) (DSCC 52.211-9C17)

(a) A packing list, invoice, or shipping documents shall accompany or be included in ALL shipments.
(b) The document(s) shall include the following: Complete MARK FOR including requisition (TCN) number; Order Number; CLIN; National Stock Number (NSN) or Part Number if NSN is not available; Quantity; Unit of Issue; and Preparation for Delivery requirements such as MIL-STD-2073 Coded Packaging, QUP, and Military Preservation Methods.
(c) In addition for all DIRECT SHIPMENTS to overseas AND domestic consignees, including shipments to Consolidation and Containerization, the documentation with complete MARK FOR INFORMATION is to be placed in a water-resistant envelope securely attached to the outside of the shipping container/ exterior pack. (This paragraph 'c' is not applicable to shipments to a Government Packing Facility)

D07 - LABELS (JUN 2001) (DSCC 52.211-9C18)

DD Form 1387, Military Shipment Labels, are required for all overseas shipments to water or air terminals and Consolidation and Containerization Points and must be used in accordance with 4.3 of MIL-STD-129N. Although use of the DD Form 1387 is not required, it is preferred for shipments to CONUS locations as well. (Labels are not required for Parcel Post shipments to any destination.) A copy of the DD Form 1387 may be downloaded at www.dscs.dla.mil/Offices/Packaging/Forms.html.

D08 - SHIPPER'S DECLARATION FOR DANGEROUS GOODS (MAR 2002) (DSCC 52.211-9C20)

Any item that contains dangerous material which by virtue of its properties is flammable, corrosive, combustible, explosive, toxic, radioactive, unduly magnetic, or which contains oxidizing agents or is otherwise hazardous shall not be offered for transportation by military air until properly packed and marked in accordance with military publication Preparation of Hazardous Materials for Military Air Shipment, AFM 24-204/TM 38-250/NAVSUP PUB 505/MCO P4030.19H, DLA 4145.3. A Shipper's Declaration for Dangerous Goods shall be prepared and affixed to each package in accordance with MIL-STD-129N and the military publication cited above.

D14 - PALLETIZATION REQUIREMENTS (DSCC 52.211-9C01) (JUL 2002)

Shipments of identical items packed in four or more shipping containers exceeding a total of 48 cubic feet per destination shall be palletized except when the shipping containers are required to be skidded or a quantity of four shipping containers per pallet exceeds the size or weight limitations for palletized loads. Complete information concerning requirements for palletization can be found at:

<http://www.dscs.dla.mil/downloads/packaging/dcl636p001.doc>

SECTION E

E01 - CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-16 - Responsibility for Supplies (APR 1984)

E02 - INSPECTION OF SUPPLIES-FIXED PRICE (FAR 52.246-2) (AUG 1996)

E06 - MATERIAL INSPECTION AND RECEIVING REPORT (DFARS 252.246-7000) (MAR 2003)

E08 - INSPECTION AT DESTINATION (DSCC 52.246-9C05) (NOV 1995)

E09 - ACCEPTANCE AT DESTINATION (DSCC 52.246-9C06) (NOV 1995)

E21 - WARRANTY - ACCEPTANCE OF SUPPLIES (DSCC 52.246-9C10) (FEB 2003)

This clause is applicable when surplus materials are accepted (DLAD 52.211-9000), when a Certificate of Conformance (FAR 52.246-15) supports or forms the basis for acceptance of supplies at origin by the Government, or when acceptance is performed by the Government at destination.

(a) The contractor warrants for a period of one year that the supplies at time of delivery conform to all contract requirements. If this warranty is breached, the Government at its option may (1) reject the supplies and require refund of contract price; or (2) require contractor at its expense to repair or replace the supplies; or (3) repair or correct the supplies and charge the contractor for the costs incurred; or (4) retain the supplies and require an equitable adjustment in the contract price. The Government shall mail or otherwise furnish notice to the contractor of the breach of this warranty within one year after date of delivery, inform the contractor of the option exercised, and require the contractor to take action accordingly. Any disputes as to the breach of this warranty shall be resolved under the Disputes clause of the contract.

(b) The contractor shall mark warranty items as required by paragraph 5.2.7, MIL-STD-129(n), 'Standard Practice for Military Marking'.

(c) The rights hereby provided the Government shall not be affected by other clauses concerning the conclusiveness of inspection and acceptance and are in addition to and do not limit any rights of the Government under other clauses of this contract.

E22 - WARRANTY (DSCC 52.246-9C11) (APR 1985)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

6

18

223 - SUBSTITUTION OF ITEM AFTER AWARD (DSCC 52.246-9C13)
(JAN 1999)

Item No. Quantity Within Days After Date of Contract

232 - RECORDS RETENTION REQUIREMENTS (DSCC 52.204-9C01)
(JUN 1980)

F33 - F.O.B. - DESTINATION (FAR 52.247-34) (NOV 1991)

SECTION F

SECTION E

F01 - SOLICITATION CLAUSES INCORPORATED BY REFERENCE

H17 - SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS
AND STANDARDS (OCT 2001) (DFARS 252.211-7005)

FAR 52.211-17 - Delivery of Excess Quantities (SEP 1989)
FAR 52.242-15 - Stop-Work Order (AUG 1989)
FAR 52.242-17 - Government Delay of Work (APR 1984)
FAR 52.247-48 - F.O.B. Destination - Evidence of Shipment
(FEB 1999) (When F.O.B. Destination and Inspection/Acceptance
at Origin applies)
FAR 52.247-52 - Clearance and Documentation Requirements -
Shipments to DOD Air or Water Terminal Transshipment Points
(APR 1984)
FAR 52.247-58 - Loading, Blocking, and Bracing of Freight Car
Shipments (APR 1984)
FAR 52.247-59 - F.O.B. Origin - Carload and Truckload
Shipments (APR 1984)
FAR 52.247-61 - F.O.B. Origin - Minimum Size of Shipments
(APR 1984)
FAR 52.247-65 - F.O.B. Origin, Prepaid Freight - Small Package
Shipments (JAN 1991)

(d) Absent a determination that an SPI price is not
acceptable for this procurement, the Contractor shall use the
following SPI processes in lieu of military or Federal
specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item and Subline Item Number,
Component,
or Element:

F05 - SHIPPING INSTRUCTIONS (DOMESTIC) (DSCC 52.247-9C02)
(MAY 2002)

SECTION I

Comply with paperwork requirements of Clause D03 (DSCC
52.211-9C17), 'PACKING LIST/INVOICE/SHIPPING DOCUMENTS'.

I01 - CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)

This contract incorporates one or more clauses by reference,
with the same force and effect as if they were given in full
text. Upon request, the Contracting Officer will make their
full text available. Also, the full text of a clause may be
accessed electronically at
[http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2
.htm](http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm)

NOTE: If not applicable becomes self-deleting.

MAIL INSTRUCTIONS (NOT applicable to APO/FPO addresses):

Route domestic shipments within mail limitations as follows
based on the TP (Transportation Priority) reflected in the
'MARK FOR' data with each CLIN. Commercial small parcel
carrier (e.g., UPS or Federal Express) is an acceptable mode
of shipment to domestic addresses.

- (1) Ship all NMCS, 777, and 999, regardless of TP or
distance, by COMMERCIAL SMALL PARCEL CARRIER.
- (2) Ship TP 1 and 2 (IFD 01-08) by PRIORITY MAIL or
most economical comparable mode.
- (3) Ship TP 3 (IFD 09-15) and all stock locations (not
TP coded) by SURFACE PARCEL POST (Fourth Class) or most
economical comparable mode.
- (4) The cost of parcel post insurance will NOT be paid
by the Government.

FREIGHT INSTRUCTIONS (DOMESTIC)

- (1) Ship all NMCS, 777, and 999, regardless of TP or
distance COMMERCIAL SMALL PARCEL CARRIER.
- (2) For TP 1 and 2 (IFD 01-08) weighing under 250
pounds, use AIR FREIGHT and specify AIR on the invoice.
EXCEPTIONS: If destination is within 600 miles of origin, use
regular surface transportation.
- (3) For all other freight shipments contact the
cognizant transportation officer for delivery and carrier
routing instructions (see clause F04, DSCC 52.247-9C04).
- (4) Advance telephonic notice of delivery must be
given by the carrier to the Consignee's Transportation officer
(Transport Control/Prelodge Desk) at least 24 hours prior to
delivery of freight shipments (other than small parcels) and
bills of lading must be annotated to reflect this requirement.
Addresses for direct shipments within CONUS and Canada are
shown 'in the clear' with each individual CLIN on Schedule
Continuation Sheet(s) in each order. Addresses for stock
shipments are shown with each individual CLIN on Schedule
Continuation Sheet(s) in each order.

F22 - REQUIRED TIME OF DELIVERY (DSCC 52.211-9C37)
(JUN 1997)

(a) The Government requires delivery to be made according
to the following schedule:

REQUIRED DELIVERY SCHEDULE

Item No.	Quantity	Within Days After Date of Contract
0001	48 ea	200 ARO

OFFEROR'S PROPOSED DELIVERY SCHEDULE

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

7 18

(> \$500,000), Alternate II (OCT 2001)
 FAR 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
 FAR 52.222-1 - Notice to the Government of Labor Disputes (FEB 1997)
 FAR 52.222-3 - Convict Labor (JUN 2003)
 FAR 52.222-4 - Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)
 FAR 52.222-19 - Child Labor - Cooperation with Authorities and Remedies (SEP 2002)
 FAR 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1995)
 FAR 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
 FAR 52.222-26 - Equal Opportunity (APR 2002)
 FAR 52.222-29 - Notification of Visa Denial (JUN 2003)
 FAR 52.222-35 - Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
 FAR 52.222-36 - Affirmative Action for Workers With Disabilities (JUN 1998)
 FAR 52.222-37 - Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (Applicable with FAR 52.222-35)
 FAR 52.222-38 - Compliance with Veterans' Employment Reporting Requirements (DEC 2001)
 FAR 52.223-14 - Toxic Chemical Release Reporting (AUG 2003) (Applicable with FAR 52.223-13)
 FAR 52.225-13 - Restrictions on Certain Foreign Purchases (DEC 2003)
 FAR 52.225-14 - Inconsistency Between English Version and Translation of Contract (FEB 2000)
 FAR 52.227-1 - Authorization and Consent (JUL 1995)
 FAR 52.227-2 - Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
 FAR 52.229-3 - Federal, State, and Local Taxes (APR 2003)
 FAR 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JUN 2003)
 FAR 52.230-2 - Cost Accounting Standards (> \$500,000) (APR 1998)
 FAR 52.230-3 - Disclosure and Consistency of Cost Accounting Practices (APR 1998)
 FAR 52.230-4 - Consistency in Cost Accounting Practices (> \$500,000) (AUG 1992)
 FAR 52.230-6 - Administration of Cost Accounting Standards (> \$500,000) (NOV 1999)
 FAR 52.232-1 - Payments (APR 1984)
 FAR 52.232-8 - Discounts for Prompt Payment (FEB 2002)
 FAR 52.232-11 - Extras (APR 1984)
 FAR 52.232-17 - Interest (JUN 1996)
 FAR 52.232-23 - Assignment of Claims (JAN 1986)
 FAR 52.232-25 - Prompt Payment (OCT 2003)
 FAR 52.233-1 - Disputes (JUN 2003), Alternate I (DEC 1991)
 FAR 52.233-3 - Protest After Award (AUG 1996)
 FAR 52.242-12 - Report of Shipment (RESHIP) (JUN 2003)
 FAR 52.242-13 - Bankruptcy (JUL 1995)
 FAR 52.243-1 - Changes Fixed-Price (AUG 1987)
 FAR 52.244-2 - Subcontracts (AUG 1998)
 FAR 52.244-5 - Competition in Subcontracting (DEC 1996)
 FAR 52.245-1 - Property Records (APR 1984)
 FAR 52.246-18 - Warranty of Supplies of a Complex Nature (MAY 2001), Alternate IV (APR 1984)
 FAR 52.246-19 - Warranty of Systems and Equipment under Performance Specifications or Design Criteria (MAY 2001), Alternate III (APR 1984)
 FAR 52.246-23 - Limitation of Liability (FEB 1997)
 FAR 52.247-1 - Commercial Bill of Lading Notations (APR 1984)
 FAR 52.247-63 - Preference for U.S. - Flag Air Carriers (JUN 2003)
 FAR 52.248-1 - Value Engineering (FEB 2000)
 FAR 52.249-1 - Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
 FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (SEP 1996), Alternate II
 FAR 52.249-8 - Default (APR 1984)
 FAR 52.253-1 - Computer Generated Forms (JAN 1991)
 DFARS 252.203-7001 - Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies (MAR 1999)
 DFARS 252.203-7002 - Display of DoD Hotline Poster (> \$5M) (DEC 1991)
 DFARS 252.204-7002 - Payment for Subline Items Not Separately Priced (DEC 1991)
 DFARS 252.204-7003 - Control of Government Personnel Work Products (APR 1992)
 DFARS 252.205-7000 - Provision of Information to Cooperative Agreement Holders (> \$500,000) (DEC 1991)
 DFARS 252.209-7000 - Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty (NOV 1995)
 DFARS 252.209-7004 - Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
 DFARS 252.215-7000 - Pricing Adjustments (> \$500,000)

(DEC 1991)
 DFARS 252.215-7002 - Cost Estimating System Requirements (> \$550,000) (OCT 1999)
 DFARS 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (> \$500,000) (APR 1996)
 DFARS 252.223-7002 - Safety Precautions for Ammunition and Explosives (MAY 1994)
 DFARS 252.223-7003 - Change in Place of Performance - Ammunition and Explosives (DEC 1991)
 DFARS 252.223-7004 - Drug-Free Work Force (SEP 1985)
 DFARS 252.225-7001 - Buy American Act and Balance of Payments Program (APR 2003)
 DFARS 252.225-7002 - Qualifying Country Sources as Subcontractors (APR 2003)
 DFARS 252.225-7004 - Reporting of Contract Performance Outside the U.S. (Over \$500,000) (APR 2003)
 DFARS 252.225-7005 - Identification of Expenditures in the United States (APR 2002)
 DFARS 252.225-7012 - Preference for Certain Domestic Commodities (FEB 2003)
 DFARS 252.225-7014 - Preference for Domestic Specialty Metals (APR 2003)
 DFARS 252.225-7016 - Restriction on Acquisition of Ball and Roller Bearings (APR 2003)
 DFARS 252.225-7021 - Trade Agreements (Over \$169,000) (AUG 2003)
 DFARS 252.225-7025 - Restriction on Acquisition of Forgings (APR 2003)
 DFARS 252.225-7033 - Waiver of United Kingdom Levies (APR 2003)
 DFARS 252.225-7036 - Buy American Act-North American Free Trade Agreement (APR 2003)
 DFARS 252.225-7038 - Restriction on Acquisition of Air Circuit Breakers (APR 2003)
 DFARS 252.225-7041 - Correspondence in English Language (JUN 1997)
 DFARS 252.226-7001, Utilization of Indian Organizations and Indian-Owned Economic Enterprises - DoD Contracts (>\$500,000) (OCT 2003)
 DFARS 252.231-7000 - Supplemental Cost Principles (DEC 1991)
 DFARS 252.232-7008 - Assignment of Claims (Overseas) (JUN 1997)
 DFARS 252.233-7001 - Choice of Law (Overseas) (JUN 1997)
 DFARS 252.242-7000 - Post Award Conference (DEC 1991)
 DFARS 252.242-7003 - Application for U.S. Government Shipping Documentation/Instructions (Use with FAR 52.242-10 (DEC 1991)
 DFARS 252.242-7004 - Material Management and Accounting System (DEC 2000)
 DFARS 252.243-7001 - Pricing of Contract Modification (DEC 1991)

I04 - TAX COMPLIANCE NOTICE (DLAD 52.239-9000) (JUN 2002)

I07 - PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-93) (OCT 2003)

I10a - CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (OCT 2003)

I11 - ALTERNATE A, FAR 52.204-7 (DFARS 252.204-7004) (NOV 2003)

I12 - DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) (DLAD 52.233-9001)

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternate dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1, or, for the agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

8

18

(c) If you wish to opt out of this clause, check here
()

117 - GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9600)
(AFR 2002)

N/A

(a) Definition.

'Surplus material,' as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms 'surplus' and 'Government surplus' are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due, or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror's authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

Yes () No ()

The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.).

Yes () No ()

The material conforms to the revision letter/number, if any is cited.

Yes () No () Unknown ()

If no, the revision offered does not affect form, fit, function, or interface.

Yes () No () Unknown ()

The material was manufactured by:

(Name)

(Address)

(2) The Offeror currently possesses the material.

Yes () No ()

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source.

Yes () No ()

If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date (Month, Year)

Other Source

Address

Date Acquired (Month/Year)

(3) The material has been altered or modified.

Yes () No ()

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or

modifications.

(4) The material has been reconditioned.

Yes () No ()

If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes () No (); and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

Yes () No ()

If yes, the price includes replacement of cure-dated components. Yes () No ()

(5) The material has data plates attached.

Yes () No () If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes () No () If yes, the Offeror has stated below all original markings and data cited on the package, or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

Cage Code

Part Number

Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes () No () If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes () No (); and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes () No () If yes, (i) the specification/drawing is in the possession of the Offeror. Yes () No (); and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes () No ()

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes () No () If yes, (i) Material has been re-preserved. Yes () No (); (ii) Material has been repackaged. Yes () No (); (iii) Percentage of material that has been inspected is % and/or number of items inspected is ; and (iv) a written report was prepared. Yes () No () If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes () No ()

(d) The Offeror agrees that in the event of award and

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

9 18

notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

() For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

() For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

() For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

() For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

() When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c) (6) of this clause. Yes () No ().)

() When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The

Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

I18 - PRIORITY BUYING (DLAD 52.211-9002) (MAR 2000)

I20 - PRODUCTION FACILITY CHARGES (DSCC 52.215-9C04) (APR 1995)

I30 - OPTIONS FOR INCREASED QUANTITY (DSCC 52.217-9C03) (OCT 2001)

(a) The Government may require delivery of additional supplies in accordance with the CLIN(S) identified as Option CLIN(S) in Section B.

(b) The option may be exercised in one or more increments at the time of award and after award during the period of the contract delivery schedule minus 14 days. The total amount of supplies ordered under this option will not exceed the maximum specified in Section B but may be less than the maximum amount. A written notice mailed or otherwise furnished by the DSCC contracting officer to the contractor within the time specified shall constitute an exercise of the option. Delivery schedule is defined as follows:

(1) The delivery schedule means a period of time from the date of award to the last scheduled delivery date of any CLIN, including CLINs added by modification (other than option exercises) as stated in the modification.

(2) Modifications extending the delivery schedule shall be interpreted as extending the option period, unless otherwise stated in the modification.

(3) Modifications accelerating the delivery schedule shall NOT be interpreted as reducing the option period, unless otherwise stated in the modification.

(c) Prior to option exercise, the contractor voluntarily may reduce option price or improve delivery time by written notice to the contracting officer.

(d) Delivery of supplies ordered pursuant to this clause shall be required within the same number of days as the original contract quantity, computed from date of option exercise. However, if First Article Testing is required under the contract and the First Article Test has been waived or passed at time of award of the option, delivery time for option quantities shall be reduced by the amount of time specified for reduction based upon FAT waiver as specified under contract clauses I43a or I44a. If additional time is required for delivery of the option quantity the contractor must submit a written request to the contracting officer within 10 days after receipt of option notice.

(e) If the specifications are changed prior to option exercise or if the option exercise specifies different delivery points or packing requirements other than stated in the contract, the price and delivery time for the option exercise quantity shall be subject to adjustment under the clause entitled 'Changes'.

(f) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

NOTE: FAILURE TO SUBMIT AN OFFER ON THE OPTION CLIN(S) IN SECTION B MAY RESULT IN REJECTION OF BID/OFFER.

I30a - OPTION TO INCREASE QUANTITIES - SEPARATELY PRICED LINE ITEMS (DSCC 52.217-9C04) (JUN 1989)

I50 - ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (DPARS 252.232-7003) (MAR 2003)

(a) Definitions. As used in this clause-

(1) 'Contract financing payment' and 'invoice payment' have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) 'Electronic form' means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) 'Payment request' means any request for contract financing

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

10

18

payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Workflow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.odgden.diaa.mil>.

(2) Web Invoicing System (WINS). Information regarding WINS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

158 - HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (PAR 52.223-3) (JAN 1997)

MATERIAL IDENTIFICATION NO. (If none, insert 'None')

161 - ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (PAR 52.223-9) (AUG 2000)

(b) (2) Submit this estimate to Defense Supply Center Columbus, DSCC- (see ADMINISTERED BY block on face of award document) PO Box 16704, Columbus, OH 43216-5010

CERTIFICATION

I, _____
(name of certifier),
am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

Signature of the Officer or Employee

Typed Name of the Officer or Employee

Title

Name of Company, Firm, or Organization

Date

(End of certification)

(c) The Contractor shall submit this certification and estimate upon completion of the contract to Defense Supply Center Columbus, PO Box 16704, Columbus OH 43216-5010.

162 - OZONE-DEPLETING SUBSTANCES (PAR 52.223-11) (MAY 2001)

WARNING

Contains (or manufactured with, if applicable)

a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

163 - HAZARD WARNING LABELS (DFARS 252.223-7001) (DEC 1991)

MATERIAL ACT (If none, insert 'None')

164 - MATERIAL SAFETY DATA SHEETS AND HAZARD WARNING LABELS (DLAD 52.223-9000) (MAR 1992)

(2) Check here () if an MSDS accompanies your offer. Where this is the case, the MSDS must be identified to the offer, and must cite the solicitation number and the applicable CAGE code of the manufacturer, the part number, and, where so identified, the National Stock Number (NSN).

167 - DUTY FREE ENTRY (DFARS 252.225-7013) (APR 2003)

172 - DATA - ENGLISH LANGUAGE (DSCC 52.227-9C04) (JUL 1984)

174 - SUBCONTRACTS FOR COMMERCIAL ITEMS (PAR 52.244-6) (APR 2003)

176 - TRANSPORTATION OF SUPPLIES BY SEA (DFARS 252.247-7023) (MAY 2002)

(s) (4) Ocean transportation was used and some or all of the shipments were made on non-U.S. flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item:

Contract Description:

Line Items:

Quantity:

Total:

178 - CONFIGURATION CONTROL - ENGINEERING CHANGES, DEVIATIONS AND WAIVERS (DSCC 52.248-9C01) (OCT 2000)

NOTE: MIL-STD-973 has been cancelled effective September 30, 2000 (MIL-STD-973, Notice 4), but is still required for the procurement and control of this item. Copies of MIL-STD-973, Notice 3, which includes the base document, may be obtained from: <http://assist3.daps.dia.mil/quicksearch/>

179 - ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT (DLAD 52.249-9000) (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled 'Default,' and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the 'Default' clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$2,949.00 as payment in full for the administrative costs of such repurchase apply for

any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

11

18

180 - AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)
(APR 1984)

CONTINUED ON NEXT PAGE

1106 - REQUESTS FOR EQUITABLE ADJUSTMENT
(DFARS 252.243-7002) (MAR 1998)

1111 - DRUG-FREE WORKPLACE (FAR 52.223-6) (MAY 2001)

1112 - SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL
COMPONENTS (DoD CONTRACTS) (DFARS 252.244-7000) (MAR 2000)

SECTION J

J01 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS:

This solicitation consists of documents and attachments
identified by an 'X' in the space provided and made a part
hereof.

ATCH, FM NO.	NAME	DATE
(X) DD FM 1707	Information to (Cover Sheet)	
Offerors or Quoters	MAR 90	
(X) SF 33	Solicitation, Offer and Award	Rev
4-85		
(X) ---	Section B	---
(X) ---	Sections C through M	---
() ---	Interim Amend. No.	
() ---	Quality Assurance Provision (QAP)	
No.		---
() SF 1448	Proposal Cover Sheet (Cost or	
Pricing Data Not Required)	10-95	
() DSCC		
FM 1650	Freight Shipping Information	
- Mode of Shipment	AUG 73	
() Form		
CASB-CMF	Facilities Capital Cost of Money	
Factors	----	
() DD		
Form 1861	Contract Facilities Capital Cost	
of Money	APR 95	
()		
()		
()		
() DD FM 1423	Contract Data Requirement List	JUN 90
EXHIBIT No.	---	
w/ATCH No.	---	
EXHIBIT No.	---	
w/ATCH No.	---	
EXHIBIT No.	---	
w/ATCH No.	---	
EXHIBIT No.	---	
w/ATCH No.	---	
() DD FM 254	Contract Security Classification	
Specification	DEC 99	

J03 - NOTICE TO CONTRACTORS AND DEFENSE FINANCE AND
ACCOUNTING SERVICES (DFAS) -- Sections K, L, and M, will be
deleted from any resulting award per FAR 15.204-1. Therefore,
the page numbers indicated on the front of the award and on
the last page of the Continuation Sheet will not reflect the
actual number of pages in the award document.

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

12

18

SECTION I

K01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

FAR 52.203-11 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991) (Over \$100,000)

DFARS 252.209-7001 - Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998) (Over \$100,000)

DFARS 252.225-7031 - Secondary Arab Boycott of Israel (Apr 03)

DFARS 252.225-7042 - Authorization to Perform (Apr 03)

K04 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(b) (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) of this provision

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

K06 - TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

d. Taxpayer Identification Number (TIN).

00 TIN: 16-0757636
 () TIN has been applied for.
 () TIN is not required because:
 () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 () Offeror is an agency or instrumentality of a foreign government;
 () Offeror is an agency or instrumentality of a Federal, state, or local government;
 () Other. State basis.

e. Type of Organization.

() Sole proprietorship;
 () Partnership;
 (X) Corporate entity (not tax-exempt);
 () Corporate entity (tax-exempt);
 () Foreign government;
 () International organization per 26 CFR 1.6049-4;
 () Other.

f. Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 () Name and TIN of common parent:
 Name:

TIN:

K07 - WOMEN-OWNED BUSINESS (FAR 52.204-5) (MAY 1999)

(b) Representation. The offeror represents that it () is a women-owned business concern.

K09 - DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (OCT 2003)

K11 - ECONOMIC PURCHASE QUANTITY - SUPPLIES (FAR 52.207-4) (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for

applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations

Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

K12 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --
 (i) The Offeror and/or any of its Principals --
 (A) Are (X) are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 (B) Have () have not (X), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 (C) Are () are not (X) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.
 (ii) The Offeror has () has not (X), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

K14 - DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (DFARS 252.209-7002) (SEP 1994)

K23 - PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, (X) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
 (b) If the offeror or respondent checks 'intends' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (street address, city, state, county, zip code)

Name and address of owner and operator of the plant or facility if other than offeror or respondent.

K26 - IDENTIFICATION OF SOURCES OF SUPPLY (DFARS 252.217-7026) (NOV 1995)

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

13

18

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

(1) Line Items	(2) National Stock Number	(3) Commercial Item (Y or N)
----------------------	------------------------------------	---------------------------------------

Source of Supply

(4) Company	(5) Address
----------------	----------------

(6) Part No.	(7) Actual Mfg.
-----------------	--------------------

- (1) List each deliverable item of supply and item of technical data.
 (2) If there is no national stock number, list 'none.'
 (3) Use 'Y' if the item is a commercial item; otherwise use 'N.' If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
 (4) For items of supply, list all sources. For technical data, list the source.
 (5) For items of supply, list each source's part number for the item.
 (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

K27 - SMALL BUSINESS PROGRAM REPRESENTATION (FAR 52.219-1) (APR 2002)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 333319.
 (2) The small business size standard is 500.
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
 (b) Representations. (1) The offeror represents as part of its offer that it () is, (X) is not a small business concern.
 (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
 (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
 (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
 (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that --
 (1) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in

accordance with 13 CFR part 126; and
 (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

() ALTERNATE I (APR 2002)

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). (The offeror shall check the category in which its ownership falls):

- () Black American.
 () Hispanic American.
 () Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 () Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 () Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 () Individual/concern, other than one of the preceding.

K33 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that --

- (a) It (X) has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation.
 (b) It (X) has, () has not filed all required compliance reports; and
 (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K34 - AFFIRMATIVE ACTION COMPLIANCE (FAR 52.223-25) (APR 1984)

The offeror represents that

- (a) It (X) has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
 (b) It (X) has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

NOTE: Offeror represents that he (X) has, () has not, 50 or more employees.

K36 - RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

K43 - ROYALTY INFORMATION (FAR 52.227-6) (APR 1984)

K47 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)

- (b) Representation. The Offeror represents that it --
 () Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
 (X) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

K48 - TRADE AGREEMENTS CERTIFICATE (DFARS 252.225-7020) (APR 2003)

(c) Certification and identification of country of origin.

(1) For All line items subject to the Trade Agreements

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

14 18

Clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision is a

U.S.-made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end products:

line item number country of origin

K51 - CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

Moog files Form R
(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirement because each such facility is exempt for at least one of the following reasons:
(Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313.(E) of EPCRA, 42 U.S.C. 11023(f) (including the alternate certification form has been filed with EPA);

() (iv) The facility does not fall within the Standard Industrial Classification (SIC) codes or their corresponding North American Industry

Classification System (NAICS) sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located in the United States or its outlying areas.

K53 - CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FAR 52.222-18) (FEB 2001)

Listed End Product: RUBBER

Listed Countries of Origin: BURMA

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(X) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

() (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

SECTION L

L01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of the provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a

provision may be accessed electronically at the <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

NOTE: If not applicable becomes self-deleting.

FAR 52.211-14 - Notice of Priority Rating for National Defense Use (SEP 1990)

FAR 52.215-16 - Facilities Capital Cost of Money (JUN 2003)

FAR 52.216-27 - Single or Multiple Awards (IQC) (OCT 1995)

FAR 52.212-24 - Pre-award On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (\$10m)

FAR 52.232-13 - Notice of Progress Payments (APR 1984)

FAR 52.247-45 - F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984)

FAR 52.247-46 - Shipping Point(s) Used in Evaluation of F.O.B. Origin Offers (APR 1984)

DFARS 251.206-7000 - Domestic Source Restriction (DEC 1991)

L02 - INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS (FAR 52.215-1) (JAN 2004)

X) ALTERNATE I (OCT 1997)

() ALTERNATE II (OCT 1997)

L09 - CONDITIONS FOR EVALUATION OF OFFERS OF GOVERNMENT SURPLUS MATERIAL (DLAD 52.211-9003) (APR 2002)

(a) Definition.
'Surplus material,' as used in this provision, has the same meaning as in the clause at 52.211-9000, Government Surplus Material.

(b) The Agency will evaluate an offer of surplus material when the Contracting Officer determines the offeror is otherwise in line for award, after adding the cost of evaluation (\$200 for internal evaluation and, if applicable, an additional \$500 for each Engineering Support Activity (ESA) evaluation, plus any additional fees required for special testing and/or inspection).

(c) When an offer is for a quantity less than the solicited quantity, the contracting officer will consider the \$500 cost of issuing and administering more than one award. The contracting officer will also consider the anticipated impact on the unit price of the remaining quantity, to determine the total cost to the Government.

L11 - FACSIMILE PROPOSALS (FAR 52.215-5) (OCT 1997)

(c) The telephone number of receiving facsimile equipment is:

A/C 614-692-4275

L16 - COMMERCIAL SALES DATA (DSCC 52.215-9C05) (NOV 1981)

To establish reasonableness of prices offered, offerors must furnish the following data:

(1) The supplies offered () are (X) are not sold for commercial use for which there () is (X) is not an established price, identified below:

Price List No. Date Page & U.P. of Item

(2) If made, commercial sales are % of total sales and unit price () does () does not vary with quantity ordered as follows:

(State ordering ranges and prices.)

L17 - ALL OR NONE (DSCC 52.215-9C01) (JAN 1992)

(a) INDIVIDUAL CLINs

For the individual Contract Line Item Numbers (CLINs) listed below, offers must be submitted on the total quantity of each CLIN and offers for a part of the quantity of any listed CLIN will be rejected. (For Data CLINs, see provision M24 - DLAD 52.217-9000, Data Pricing, Evaluation and Award) CLIN(s) 0001

(b) CLIN GROUP(s)

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

15

18

For each group of Contract Line Item Numbers (CLINs) listed below, offers must be submitted on the total quantity of all CLINs within each group, and offers for less than the total quantity comprising the CLIN group will be rejected. (For Data CLINs, see provision M24 - DLAD 52.217-9000, Data Pricing, Evaluation and Award)

L18 - TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

- The Government contemplates award of a
 (X) FIRM FIXED PRICE
 () FIRM FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT
 ()
 resulting from this solicitation.

L19 - CONDITIONS FOR EVALUATION AND ACCEPTANCE OF OFFERS FOR PART NUMBERED ITEMS (JUL 2002) (DLAD 52.217-9002)

(a) The product described in the acquisition identification description (AID) of this solicitation is that product which the Government has determined to be acceptable. All Offerors shall indicate below, or through an alternative means in an electronic quoting system, whether they are offering an 'exact product,' an 'alternate product' (which includes a 'previously reverse-engineered product'), a 'superceding part number,' or a 'previously-approved product,' and shall furnish the data required for whichever is applicable. (To determine which type of product to indicate, Offerors must refer to the criteria in subparagraphs (b)-(e) of this provision, respectively.) Any product offered must be either a product cited in the AID; or be physically, mechanically, electrically, and functionally interchangeable with a product cited in the AID, including additional requirements referred to in the AID, if any.

Exact Product - Applies to CLIN(s):

Alternate/Previously Reverse-Engineered Product - Applies to CLIN(s):

Superceding Part Number - Applies to CLIN(s):

Previously-Approved Product - Applies to CLIN(s):

(b) 'Exact product.'

(1) 'Exact product' means a product described by the name of an approved source and its corresponding part number, as currently cited in the AID; modified (if necessary) to conform to any additional requirements set forth in the AID; and manufactured by, or under the direction of, that approved source. If an Offeror indicates that an 'exact product' is being offered, the Offeror must meet one of the descriptions in subparagraphs (i)-(iv) below. (Any Offeror not meeting one of these descriptions is not considered to be offering 'exact product,' even though the item may be manufactured in accordance with the drawings and/or specifications of an approved source currently cited in the AID.)

(i) An approved source currently cited in the AID offering its corresponding part number as cited in the AID;

(ii) A dealer/distributor offering the product of an approved source that meets the description in subparagraph (i) above;

(iii) A manufacturer who (A) produces the offered item under the direction of an approved source currently cited in the AID; and (B) has authorization from that approved source to manufacture the item, identify it as that approved source's name and part number, and sell the item directly to the Government. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation to demonstrate such authorization.

(iv) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (iii) above. If requested by the Contracting Officer, the Offeror/Contractor must provide documentation that demonstrates such authorization.

(2) When the AID identifies the item being acquired as a critical safety item (CSI), offers of exact product will be evaluated in accordance with 52.211-9005.

(c) 'Alternate product.'

(1) The Offeror must indicate that an 'alternate product' is being offered if the Offeror is any one of the following:

(i) An Offeror who (A) manufactures the item for an approved source currently cited in the AID; and (B) does not have authorization from that approved source to manufacture the item, identify it as the approved source part number, and sell the item directly to the Government;

(ii) A dealer/distributor offering the product of a manufacturer that meets the description in subparagraph (i) above;

(iii) An Offeror of a previously reverse-engineered product that is not currently cited in the AID; or
 (iv) Any other Offeror who does not meet the criteria in subparagraphs (b)(i), (d), or (e) of this provision.

(2) If an alternate product is offered, the Offeror shall furnish with its offer legible copies of all drawings, specifications, or other data necessary to clearly describe the characteristics and features of the alternate product being offered. Data submitted shall cover design, materials, performance, function, interchangeability, inspection and/or testing criteria, and other characteristics of the offered product. If the offered product is to be manufactured in accordance with data the Offeror has obtained from elsewhere within the Government, the Offeror shall either furnish the detailed data specified in this paragraph, or supply a description of the data package in its possession; i.e., basic data document and revision, the date the data was obtained and from whom (Government agency/activity). If the Offeror does not furnish the detailed data with its offer, the Contracting Officer will be unable to begin evaluation of the offered product until such time as the detailed data can be obtained from the Government agency/activity possessing the data. If the alternate product is a previously reverse-engineered product, the Offeror shall provide: traceability documentation to establish that the offered item represents the item specified in the AID (i.e., invoice from an approved source or submission of samples having markings of an approved source); number of samples that were examined; the process/logic used; raw data (measurements, lab reports, test results) used to prepare drawings or specifications for the offered item; any additional evidence that indicates the reverse-engineered item will function properly in the end item; and any evidence that life cycle/reliability considerations have been analyzed.

(3) In addition, the Offeror may be required to furnish data describing the 'exact product' cited in the AID. The data required from the Offeror depends on the level of technical data describing the exact product, if any, available to the Government. The possible levels of technical data the Government may have and the corresponding data submission requirements for Offerors are identified in subparagraphs (A)-(d) below. For the item(s) being acquired under this solicitation, the level of data in the Government's possession and the corresponding requirements for data submission are identified in the AID; or, if not specified in the AID, are as follows: (Buyer insert (a), (b), (c), or (d), as applicable, if AID does not identify). (If the level of data in the Government's possession and Offeror requirements for data submission are not identified in either the AID or in this subparagraph (c)(3), then subparagraph (a) below applies.)

(a) No data: This Agency has no data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(b) Adequate proprietary (i.e., limited rights) data: This Agency possesses adequate drawings and/or specifications for the exact product as cited in the AID, but such data are proprietary (i.e., limited rights) and shall be used only for evaluation purposes. The Offeror must furnish the data required in subparagraph (c)(2) of this provision, but is not required to submit data on the exact product.

(c) Inadequate data: This Agency does not have adequate data available for evaluating the acceptability of alternate products offered. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish drawings and other data covering the design, materials, etc., of the exact product cited in the AID, sufficient to establish that the Offeror's product is equal to the product cited in the AID.

(d) Adequate catalog data: This is a commercial off the shelf item. Adequate catalog data are available at the contracting office to evaluate alternate offers. In addition to the data required in subparagraph (c)(2) of this provision, the Offeror must furnish with its offer a commercially-acceptable cross reference list; or legible copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product being offered, sufficient to establish that the Offeror's product is equal to the product cited in the AID. The Offeror is not required to submit data on the exact product.

(3) Except for indefinite delivery purchase orders (IDPOs), if this solicitation is automated (i.e., if the solicitation number begins with SPE, or begins with SPO and contains 'T' or 'U' in the ninth position of the procurement instrument identification number (PIIN)), the Contracting Officer will not evaluate offers of alternate product (which includes offers of previously reverse-engineered product) for the

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

16

18

current procurement. Instead, the Offeror shall submit a request to the location below for evaluation of the alternate product's technical acceptability for future procurements of the same item. The request for evaluation shall cite the National Stock Number (NSN) of the exact product and, as identified in this provision, include the applicable level of technical data on the alternate and exact products. All offers of alternate product will be handled in accordance with DEAR 17.7501(b)(4).

(i) For solicitation numbers beginning with SPE7 or SPE9; or beginning with SP0 and containing 'T' or 'U' in the ninth position of the FIIN:

Defense Supply Center Columbus
Directorate of Procurement
Alternate Offer Monitor, DSCC-PCA
3990 East Broad Street
Columbus, OH 43216-5000

(ii) For solicitation numbers beginning with SPE4; or beginning with SP0 and containing 'T' or 'U' in the ninth position of the FIIN:

Defense Supply Center Richmond
Office of the Competition Advocate
ATTN: DSCR-DU
8000 Jefferson Davis Highway
Richmond, VA 23297-5100

(iii) For solicitation numbers beginning with SPE5; or beginning with SP0 and containing 'T' or 'U' in the ninth position of the FIIN:

Defense Supply Center Philadelphia
Office of the Competition Advocate/General
& Industrial
DSCP-PI
700 Robbins Avenue
Philadelphia, PA 19111-5096

(d) 'Superceding part number.'

(1) The Offeror must indicate that a 'superceding part number' is being offered if the offered item otherwise qualifies as an 'exact product,' except that the part number cited in the AIB has been superceded. The Offeror may be requested to furnish data, or provide confirmation through some other means, sufficient to establish that there are no changes in the configuration of the part. However, if such data are unavailable, the Offeror may be required to furnish technical data as required in paragraph (c) for 'alternate products.' (If such data indicate there have been changes in the configuration of the part, the offered item must be identified as an 'alternate product'.)

(2) For solicitation numbers beginning with SPE, any data to be furnished with an offer of a 'superceding part number' should be mailed to the buyer at the procuring activity address on the solicitation. (Uploading the information with the quotation, or including it in the 'Remarks' section, will make the offer a 'bid with exception,' causing it not to be evaluated.)

(e) 'Previously-approved product.'

(1) If the product offered has previously been furnished to the Government or otherwise previously evaluated and approved, the Offeror shall indicate in the space provided below, or through an alternative means in an electronic quoting system, the contract and/or solicitation number under which the product was furnished or approved.

CLIN NR (s) _____ have been previously furnished or evaluated and approved under contract/solicitation number _____.

(2) If the product was furnished or evaluated and approved by a contracting activity different from the one issuing this solicitation, Offerors are advised that the Contracting Officer may not have access to records of another activity or other information sufficient to reasonably determine the offered product's acceptability. Therefore, in order to ensure that adequate data is available for evaluation, Offerors may elect to furnish with their offer the information requested by subparagraph (b) or (c) of this provision, whichever is applicable for the offered product. Offerors are advised that if the additional data is not furnished, the Government may not be able to evaluate the offer. (For solicitation numbers beginning with SPE, the information should be mailed to the buyer at the procuring activity address on the solicitation. Uploading the information with the quotation, or including it in the 'Remarks' section, will make the offer a 'bid with exception,' causing it not to be evaluated.)

(f) For all types of offers ('exact product,' 'alternate product,' 'superceding part number,' or 'previously-approved product'), Offerors shall provide the Contractor and Government Entity (CA&G) Code of the manufacturer and the part number being offered for each item in the solicitation.

(g) Failure to furnish adequate data and/or information as prescribed in subparagraph (b), (c), (d) or (e) of this provision (when required for the current procurement) within 10 business days or less, or as otherwise required by the Contracting Officer or elsewhere in this solicitation, may preclude consideration of the offer. For automated procurements, it is the responsibility of the Offeror when offering a 'superceding part number' or a 'previously-approved part number' to ensure that supporting documentation arrives at the contracting activity within 2 business days after the data is requested, or the offer may not be considered. The Agency will make every effort to determine, prior to award, the acceptability of the products offered which meet the dollar savings threshold shown below, and/or which have a reasonable chance to receive an award based on price offered. Generally, the Agency will not evaluate alternate offers not meeting the dollar threshold. The savings potential is based on the cost of evaluation (\$200.00 if only a local technical evaluation is involved, plus an additional \$1,200.00 for each required Engineering Support Activity evaluation). If the Agency determines that an evaluation cannot be completed before the expected contract award date due to urgent requirements for the item, alternate offers will not be considered for the current procurement. Instead, they will be evaluated for technical acceptability for future procurements of the same item, if adequate data is submitted and savings potentials are expected, as stipulated above. For alternate offers not evaluated, the Offeror's complete technical data package will be returned.

(h) If Offerors desire to restrict the Government's use of data submitted for evaluation, the data must bear the appropriate legends as prescribed by FAR 52.215 1(e). In the event an award is made to an Offeror submitting data without the appropriate legend, the Government will have unlimited rights to its use as defined in DFARS 252.227 7013.

(i) It is the Government that determines if the documentation or other evidence furnished by an Offeror is adequate to satisfy the requirements in this provision. If the Contracting Officer requests evidence from a Contractor who received an award resulting from this solicitation, and the Contracting Officer subsequently finds the evidence to be unacceptable, the award may be cancelled.

L20 - MANUFACTURING OR PRODUCTION INFORMATION
(DEAR 52.217-9003) (FEB 1996)

L24 - SERVICE OF PROTEST (FAR 52-233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

CONTRACTING OFFICER: DELORES SCHNEIDER
DSCC-AADC
P.O. Box 16704
Columbus, OH 43216-5010

TELEPHONE: (614) 692-3483

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L25 - AGENCY PROTESTS (DEAR 52.233-9000) (SEP 1999)

L27 - GOVERNMENT PRODUCTION AND RESEARCH PROPERTY
(DSCC 52.245-9C03) (APR 1985)

L28 - AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5)
(APR 1984)

SECTION M

M01 - SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

FAR 52.247-47 - Evaluation - F.O.B. Origin (JUN 2003)
FAR 52.247-49 - Destination Unknown (APR 1984)
DFARS 252.225-7032 - Waiver of United Kingdom Levies (APR 2003)
DFARS 252.225-7037 - Evaluation of Offers for Air Circuit

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

17

18

Breakers (APR 2003)

M07 - AUTOMATED BEST VALUE SYSTEM (ABVS) (DSCC 52.215-9C10)
(NOV 2003)

(a) Award will be made to the offeror(s) whose offer(s) conforms to the solicitation requirements and represents the best value to the Government. An award may be made to other than the lowest priced, technically acceptable, responsible offeror(s). Price, offered delivery, and past performance will be evaluated equally when making a comparative assessment

of offers. The past performance factor will consider quality and delivery to be of equal value.

(b) Past Performance:

(1) Past performance information is maintained for performance under all procurements with the Defense Logistics Agency (DLA). ** Overall performance is evaluated as is performance in each Federal Supply Class (FSC). This information is used to generate ABVS ratings which are based on the following indicators:

Delivery Delinquencies

- Number
- Severity
- Contractor caused Terminations, Cancellations, and Withdrawals

For administrative purposes, the delivery rating period excludes the most recent 60 days. For ABVS purposes, delinquent lines represent shipments not shipped and/or received in their entirety by the Contract Delivery Date (CDD). Contractor caused delivery extensions, regardless of consideration paid, will be reflected in the delivery score.

Quality Complaints

- Product Nonconformances/Laboratory Test Failures
- Packaging Nonconformances

For administrative purposes, the quality rating period excludes the most recent 30 days. Repair, replacement, or reimbursement of quality and packaging defects will not provide relief of negative ABVS data.

**The Defense Logistics Agency is developing and installing a new suite of commercial business software we call Business Systems Modernization (BSM). BSM will replace the old material management systems with the best of today's business applications. The first phase of BSM that will affect both DLA and our business partners is called the Concept Demonstration. This Concept Demonstration will use actual BSM software, real time data and actual transactions such as solicitations and awards. But because of the new software being tested, certain processes will change during the test and one of the most important is the change in ABVS. The collection of past performance information for certain NSNs in ABVS has been changed by the new software and will be affected by this Concept Demonstration beginning in July 2002...

Beginning in August 2002, ABVS will not collect performance information on NSNs that are included in this BSM test. The performance data for quality and delivery performance from new contract awards for these NSNs will not be used in the calculation of FSC scores. The contract line items will also not be included in the total number of contract line items on which the FSC score is based. Subsequently, the DLA score, which is a compilation of the FSC scores, will not include performance data from new awards on these NSNs. For NSNs, which are not in the BSM test, ABVS will continue to work as it does today.

A BSM Release One Inquiry Menu has been created which allows vendors to determine if a particular FSC or NSN is included in the initial release at: https://www.webflis.dlis.dla.mil/webflis/ASPscripts/public_BSM.asp. Awards that will not be included in the ABVS performance data can be identified by contract numbers beginning with SP0000 or SP0000, in lieu of SP0000. All current DLA Long Term Contracts (LTCs) with NSNs in the BSM test will be modified changing the contract number to SP0000. Delivery orders issued against non-DLA Basic Ordering Agreements (BOAs) and LTCs will have delivery order numbers starting with TM.

This change also means that your ABVS score in BSM will be your DLA score only; the FSC score will not be visible. This initial release will provide an opportunity for DLA, our customers, and our suppliers to use the new technology and processes to improve our supply chain effectiveness. Further information is found at the BSM Supplier Information Resource

Center at <http://www.dla.mil/j-6/bsm/sirc/>

NOTE: The above 60 and 30 day offset periods are NOT grace periods. Contractor caused discrepancies or delinquencies will be reflected in the ABVS as an indicator of past performance.

(2) An offeror's past performance is an indicator of performance risk and will be evaluated first on the basis of past performance in the same Federal Supply Class (FSC) as the supplies being solicited. The Contracting Officer may consider the volume of business on which the performance score is based as a measure of confidence in the FSC score. A vendor's overall score may be evaluated when a satisfactory measure of confidence cannot be obtained from the FSC score or if a vendor has no FSC score. The Contracting Officer may also take into consideration any other available and relevant past performance data.

(3) An offeror with no performance history in any FSC procured by DLA will be identified as a new offeror and will not be scored by ABVS on performance. However, any other available and relevant past performance data may be considered in rendering an award decision. Regardless, the status of being a new offeror will not be grounds for disqualification for an award. New offerors may be considered more favorably than scored offerors with a poor performance record. Also, the desirability of expanding the supplier base and possible competition enhancement in future procurements will be considered in the source selection decision when new offerors are present.

(4) ABVS ratings do not determine an offeror's award eligibility, or technical acceptability, nor does it constitute a responsibility or non-responsibility determination.

(5) By accessing the DSCC Internet Bid Board System (DIBBS), (<http://dibbs.dsccl.dla.mil>), each offeror will be provided the opportunity to review their ABVS scores and negative historical performance data. For any questions or challenges to negative performance data, please forward requests/challenges to an ABVS Administrator at the below cited address, or telephone/fax an Administrator at one of the provided numbers:

Mail requests to: Defense Supply Center, Columbus
ATTN: DSCC-PAMB
P. O. Box 3990
Columbus OH 43216-5010
Telephone Numbers: (614) 692-1381
(614) 692-3383
Facsimile (FAX) Number: (614) 692-4170

(6) When a discrepancy between contractor data and Government data occurs, the Government will make every effort to resolve the discrepancy expeditiously. However, the Government may make an award decision despite the existence of an unresolved challenge. The Government is the final authority for resolution of disputed data and its use in the source selection process.

(c) Price. In making an award decision, the Government may consider price as follows:

- (1) Offered Price - The Government will evaluate the reasonableness of the offered price after a price analysis of offers is performed.
- (2) Evaluated Price - If required, the evaluation process may include the Delivery Evaluation Factor (DEF), the Small Disadvantaged Business Concerns (SDBC) preference, and/or any other applicable price evaluation factor(s).

(d) Delivery. The quoted delivery will be evaluated in comparison with the delivery required on the solicitation.

(e) General Basis for Award. Award will be made to the offeror whose proposal conforms to the terms and conditions of the solicitation and which represents the best value to the Government. In making the best value determination, the Government will make a comparative assessment of the proposals with regard to price, delivery, and past performance. The following considerations may affect the trade-off determination:

- Whether or not an item is used in a weapons system or is a personnel support item
- Item delivery and quality history
- Inventory status
- Delivery schedule/urgency of the item
- Limited number of supply sources
- Benefits from obtaining new sources
- Difference in price

CONTINUED ON NEXT PAGE

CONTINUATION SHEET

Solicitation Number:

SP0740-04-R-6200

PAGE OF PAGES

18

18

M21 - EVALUATION FACTOR FOR SOURCE INSPECTION
(DLAD 52.213-9001) (MAY 1999)

This solicitation contemplates an award based on destination inspection. However, source inspection will be required for those offerors to whom formal notification thereof has been issued prior to the closing/opening date for receipt of offers under this solicitation and allowed for offerors who make their offers contingent on source inspection. Accordingly, an evaluation factor of \$250 will be added to the offeror's quoted price, for each source inspection required, for purposes of determining the most advantageous offer received - price and other factors considered. Nothing in this provision affects the right of the Government to perform or waive source inspection on any resultant order/contract.

NOTE: If this solicitation is intended to result in the award of a contract under which multiple orders may be placed, for evaluation purposes, it is anticipated that orders will be issued during the entire term of the contract. The evaluation factor will be applied based on a presumption that each order issued under this contract will result in one origin inspection. If phased deliveries are required or offered, each phase of delivery will be presumed to result in one inspection.

M22 - TRADE DISCOUNTS (DLAD 52.214-9002) (JUN 1983)

M26 - DELIVERY EVALUATION FACTOR (DEF) (DSCC 52.211-9C12)
(OCT 1999)

(a) Offers will be evaluated based upon the delivery offered in DSCC Clause F20, Required Delivery with Delivery Evaluation Factor, and the formula set forth below in paragraph (c) of this provision. The Evaluated Price may include additive CLIN(s) and/or the value of any option CLIN(s). Calculations of the Evaluated Price are made on a line-by-line (CLIN-by-CLIN, subCLIN-by-subCLIN) basis for which an offer has been received. However, offers could be awarded on a total price basis only or by a CLIN/line basis.

For evaluation purposes only:

Offers with a Proposed Delivery Schedule which meets/is the same as the Required Delivery Schedule will be evaluated without an adjustment to their offered price.

Offers with a Proposed Delivery Schedule shorter/earlier than the Required Delivery Schedule will also be evaluated without an adjustment to their offered price.

Offers with a Proposed Delivery Schedule longer/late than the Required Delivery Schedule will have the evaluation factor adjustment added to their offered price.

(b) The DEF is based upon separate Center factors for Construction (S9C) PSCs/items and Electronic (S9E) PSCs/items. Currently, the factor for S9C PSCs/items is .00118; while for S9E PSCs/items, it is .00256. The factor represents the day/cost ratio (the cost per day due to late delivery) and is expressed as a portion of the overall contract cost.

(c) For DEF evaluation purposes only, the formula reflected below is used for this acquisition to calculate the DEF Price Adjustment and the Evaluated Price per line/CLIN.

[Total Offered Price per line x Evaluation Factor] x
[Offered Delivery per line - Govt's Required Delivery] +
Price Adjustment per line = Evaluated Price per line

Example:

DEF Factor: .00256 per day

Total Quantity: 30 ea CLIN 0001-20 ea; CLIN 0002-10 ea

Option Quantity: 30 ea

Govt's Required Delvty: CLIN 0001-90 days; CLIN 0002-60 days

FAT Delivery and Approval Time: 180 days

	(a)	(b)	(c)	(d)	(e)
	Quantity	Offered Unit Price	Offered Delivery	Govt's Required Delivery	Total Evaluation Factor
CLIN 0001	20	\$1,375.00	60	90	\$27,500.00
0002	10	\$1,500.00	60	60	\$15,000.00
5001AA	20	\$1,375.00	60	90	\$27,500.00
5001AB	10	\$1,500.00	60	60	\$15,000.00
9907	1	\$1,000.00	180	180	---

(f)	(g)	(h)	(i)
Evaluation Factor	Difference in Offered and Govt's Required Delivery (d - c)	Price Adjustment (e x f x g)	Evaluated Price (Per Line) (a + b)
.00256	-30	0	\$27,500.00
.00256	0	0	\$15,000.00
.00256	-30	0	\$27,500.00
.00256	0	0	\$1,000.00
Total Evaluated Price			\$86,000.00

M31 - EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Initial Issue of Basic Ordering Agreement

Date: 01 Sept 2002

BOA Number:

SP0400-02-G-0003

CAGE: 94697

Company Name and Mailing Address:

Moog, Inc.

Seneca St. & Jamison Rd

East Aurora, NY 14052

1. This summary highlights the important provisions of the subject Agreement; however, the buyer is responsible for being thoroughly familiar with all of the agreement provisions prior to writing the delivery order.
2. The BOA does not eliminate the requirement to attempt to obtain competition; therefore, synopsis requirements must be followed and an appropriate solicitation issued.
3. This BOA contains the following data which the Contracting Officer needs to be aware of:
Large (x) Small Woman Owned No (x) Yes

- a. Effective Date: 01 Sept 2002 through 31 Aug 2006 Unpriced Orders: Yes (x) No ()

DCMA Address:

Code: S3305A

- b. DCMA Buffalo

1103 Thaddeus J Dulski Federal Bldg

111 West Huron

Buffalo, NY 14202-2392

- c. Payment Office:

DFAS -Columbus Center

North Entitlement Operations, P. O. Box 182266

Columbus, Ohio 43218-2266

Code: HQ0337

(ES)

- d. Remit To Address:

Not provided

- e. TIN: 16-0757636

- f. Type of Inspection/Acceptance: Origin/Destination g. FOB: Origin/Destination

- h. Delivery: Must be negotiated

- i. Maximum: N/A Minimum: N/A

- j. Dollar Limitation of BOA: Unlimited

- k. DUNS: 002-10-3166

- l. POC: Not provided

- m. Rent Free: N/A

4. Questions pertaining to this BOA should be directed to DSCC-PS, BOA Control Group, Molly Murphy, Ext. 2-2018, Sharon Greismer, Ext. 2-3872 or Diane Sinagra, Ext. 2-2622.